

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2014A51603
	§	
vs.	§	
	§	
Christopher Mayberry		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 917 Woodlawn Ave., Ann Arbor, Michigan 48104.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,559.67
B. Current Capitalized Interest Balance and Accrued Interest	\$2,568.60
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$4,128.27

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

CHRISTOPHER L. MAYBERRY
917 WOODLAWN AVE.
ANN ARBOR, MI 48104
Account No. XXXXX6800

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 04/07/14.

On or about 03/09/92, the BORROWER executed promissory note(s) to secure loan(s) of \$2,200.00 from National City Bank, East Lansing, MI. This loan was disbursed for \$1,451.00 on 06/01/92, at 8.00% interest per annum. The loan obligation was guaranteed by Great Lakes Higher Education Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 02/01/94, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,559.67 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b) (4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 12/25/96, assigned its right and title to the loan to the Department.

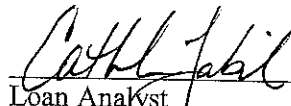
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$1,559.67
Interest:	\$2,517.66
Total debt as of 04/07/14:	\$4,077.33

Interest accrues on the principal shown here at the rate of \$0.34 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/16/14


Loan Analyst
Litigation Support Unit

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GREAT LAKES HIGHER EDUCATION CORPORATION **STAFFORD LOAN APPLICATION AND PROMISSORY NOTE**

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number		2. Last Name		3. First Name		4. Middle Initial		5. Birthdate	
		Mayberry		Christopher		L		10/27/69	
6. Permanent Home Address				7. City, State, Zip Code		8. Area Code/Telephone No.			
917 Woodlawn				Ann Arbor MI 48104					
9. United States Citizenship Status (Check One)		10. You are a permanent resident of what state?		11. State of Dr		12. Driver's Lic. #		13. Since	
<input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Alien #) <input type="checkbox"/> c. Neither of the above		MI		Since: 11/06/91				Since:	
14. Loan Period		15. Loan Amount Requested		16. Major course of study		17. List post secondary institutions you have attended including dates:			
From 10/5/92 To 10/8/92		\$2200		Digital ELE					
18. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan?					19. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1987?				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
20. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".									
Name of Lender		City and State of Lender		Loan Type		Loan Period		Interest Rate	
						Mo. Year		% \$	
						Mo. Year		% \$	
21. Wisconsin Residents Only. If married, spouse's name and address:									
22a. Parent or Guardian (if deceased, other relative) Name: Bradley Bryant Uncle Address: 917 Woodlawn City/State/Zip: Ann Arbor MI 48104 Since: 88 Area Code/Telephone: 313-220-1111 Place and City of Employment: Retired									
22b. Other Relative (not living at 22a or 22c or d) Name: Lenora Mayberry sister Address: 712 Washtenaw Dr City/State/Zip: Tecumseh MI 48126 Since: 88 Area Code/Telephone: 313-220-1111 Place and City of Employment: Litatech Ann Arbor									
22c. Other Relative or Friend (not living at 22a or 22b or d) Name: Odervene R. Sister Address: 2144 Washtenaw City/State/Zip: Ann Arbor MI 48104 Since: 88 Area Code/Telephone: 313-220-1111 Place and City of Employment: UofM Hospital									
Promissory Note for a Stafford Loan 1. Promise To Pay I, called Maker identified in Section I, item 2 and "Endorser," if any, identified in Section I, item 18c, promise to pay to the lender identified in Section 3, item 37, when this note becomes due as set forth in paragraph 8 (on reverse side), the sum of 18a. \$2200.00 (Loan Amount Requested - must be the same as item 10) or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 9 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.									
NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE. EVEN IF OTHERWISE ADVISED, YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES. 23. Maker's Signature: X Chris E Mayberry 24. Endorser's Signature: _____ 25. Endorser's Name (Please Print): _____ 26. Endorser's Soc. Sec. No.: _____ 27. Endorser's Address: _____ Date: 3-9-92									

SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy D" for instructions)

19. Name of School		20. Address		21. City, State, Zip Code		22. Area Code/Telephone No.	
Washtenaw Comm College		4800 E Huron River Dr PO Box D-1 Ann Arbor MI 48106		313/973-3529			
23. School Code	24. Enrollment Status	25. Dependency	26. Loan Period	27. Grade	28. Anticipated Grad.	29. Est. Cost of Educ.	
002328	F-7	I	From 5/1/92 To 8/21/92	1	12/95	\$3056	
30. Est. Fin. Aid	31. E.F. Contrib.	32. 1st Disb. MO/DA/YR	33. 2nd Disb. MO/DA/YR	34. 3rd Disb. MO/DA/YR	35. 4th Disb. MO/DA/YR		
\$1005	\$600	6/15/92	6/11/92	6/25/92			
I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.							
36. Signature of School Official				37. Print Name and Title		38. Date	
[Signature]				K.J. Alonzo, F.A.O.		4/28/92	

SECTION 3-TO BE COMPLETED BY THE LENDER

39. Name of Lender		40. Street Address		41. City, State, Zip Code		42. 1st Disbursement Amount		43. 2nd Disbursement Amount	
National City Bank		P. O. Box 1448		East Lansing, MI 48826-1448		\$		\$	
39. Lender Code		40. Entry Number		41. Area Code/Telephone No.		42. Total Amount Approved		43. 4th Disbursement Amount	
808877				1(800)328-4143		(42 + 43 + 44 + 45)		\$	
44. Signature of Student Loan Official						45. Print Name and Title		46. Date	
David Harmon, Vice President, Regional Operations									
47. Signature of Student Loan Official						48. Print Name and Title		49. Date	
[Signature]									

**LENDER
COPY A**

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center
 P.O. Box 1009, East Lansing, Michigan 48826-1009

APR 28 1992

"I DECLARE UNDER PENALTY OF
PERJURY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
THE ORIGINAL PROMISSORY NOTE."
SIGNATURE: *Quen Southworth*
TITLE: COLLECTION SUPPORT PROGRAM SPECIALIST
DATE: OCT 2 1996